

published in the "Bath Daily News", a paper published in the County where said highway is located; and also directs that a copy of the Right of Way Map be filed with the County Commissioners of said County, and also that Notice be sent by Certified Mail to any Owners and Mortgagees of record.

Dated at Augusta, Maine June 15, 1966

MAINE STATE HIGHWAY COMMISSION

David H. Stevens, Chairman

Carl M. Stilphen, Member

Bertrand A. Lacharite, Member

Augusta, Maine, June 15, 1966

STATE OF MAINE KENNEBEC, ss

Personally appeared the above named David H. Stevens, Carl M. Stilphen and Bertrand A. Lacharite and acknowledged the above instrument to be their free act and deed in their capacities as members of the Maine State Highway Commission.

Before me, George E. Kirk
Justice of the Peace

Received June 27, 1966 at 1h -m P.M. and recorded from the original.

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MORTGAGE KNOW ALL MEN BY THESE PRESENTS, THAT HYDE SCHOOL, a corporation duly organized and existing under the laws of the State of Maine and having its principal office, at Bath, in the County of Sagadahoc and State of Maine, in consideration of (\$1.00) and other valuable considerations paid by the CANAL NATIONAL BANK, a national banking association organized under the laws of the United States and having its principal place of business at Portland, in the County of Cumberland, and State of Maine, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said CANAL NATIONAL BANK, its successors and assigns forever the following described real estate. A certain lot or parcel of land, with the buildings thereon, bounded and described as shown on Plan entitled "Section of the John Hyde Estate showing Home for Crippled Children Division, Bath, Maine, March 24, 1947, approximately 20 acres, by H. R. Lemont" filed in Sagadahoc County Registry of Deeds and recorded in Plan Book 5, Page 12, which said Plan is hereby incorporated into and made a part of this instrument by this reference thereto. Meaning and intending to convey all and the same property conveyed by Jane Hyde Fenn, Nancy Hyde Hoggard and Sally Hyde Knights to the Pine Tree Society for Crippled Children, Inc., being the same corporation as Pine Tree Society for Crippled Children and Adults, Inc., by instrument dated March 31, 1947 and recorded in the Sagadahoc County Registry of Deeds in Book 248, Page 85. This conveyance is made subject to a certain easement granted to the Central Maine Power Company by instrument dated January 10, 1949 and recorded in said Registry of Deeds in Book 257, Page 37, to which instrument reference may be had for the complete description of said easement. This conveyance is also made subject to any easements and rights that may still be in existence by virtue of certain reservations to the said Jane Hyde Fenn, et als, their heirs and assigns, and set forth in the aforesaid instrument to the Pine Tree Society for Crippled Children and Adults, Inc., to which instrument reference may be had for the

complete description of said easements and rights. Being the same premises as the Pine Tree Society for Crippled Children and Adults conveyed to Hyde Shcool by deed to be recorded at the time this mortgage is recorded. The Pine Tree Society for Crippled Children and Adults has from time to time been known as Pine Tree Society for Crippled Children and Adults, Inc. and Pine Tree Society for Crippled Children, Inc. TO HAVE AND TO HOLD the aforegranted und bargained premises, with all the^{*} privileges and appurtenances thereof, to the said CANAL NATIONAL BANK, its successors and assigns, to its and to their use and behoof forever. And the said HYDE SCHOOL does hereby covenant with the said Grantee, its successors and assigns, that -- lawfully seized in fee of the granted premises that they are free from all incumbrances that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons. PROVIDED NEVERTHELESS, That if the said Grantor, its successors or assigns shall pay to the said Grantee, its successors or assigns, the sum of (\$80,000.) EIGHTY THOUSAND and 00/100 dollars, in accordance with note of even date herewith payable on demand and any additional sum or sums which may hereafter be advanced on the security of this mortgage, in accordance with note or notes evidencing such advances up to and not exceeding a total amount of (\$80,000.00) EIGHTY THOUSAND and 00/100 dollars, with interest on said sums at the rate specified in said note or notes, and during said term and for such further time as said principal sum of any part therefor shall remain unpaid, payable monthly and until such payment shall pay all taxes and assessments on the granted premises, to whomsoever laid or assessed, and shall keep the buildings thereon insured against fire for the benefit of the said grantee, and its Successors and Assigns, in a manner satisfactory to said Grantee and in such form, and at such insurance offices as it shall approve, and shall not commit nor suffer any strip or waste of the granted premises, nor commit any breach of any covenant herein contained, and provided further, that if said Grantors, their Heirs, Executors or Administrators, pay to said Bank all other indebtedness, direct or indirect, now or hereafter existing, which they may owe to it, its Successor or Assigns, then this Deed, as also a certain promissory note bearing even date, with these presents, given by the said grantor to the said grantee, to pay the sum and interest at the time aforesaid, shall be void, otherwise shall remain in full force. IN WITNESS WHEREOF, the said HYDE SCHOOL has caused this instrument to be sealed with its corporate seal and signed in its corporate name by T. Tarpy Schulten, its President, thereunto duly authorized, this 29th day of June in the year of our Lord one thousand nine hundred and sixty-six.

SIGNED AND SEALED IN
THE PRESENCE OF

David B. Scule

T. T. Schulten Seal

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STATE OF MAINE CUMBERLAND, SS. June 29, 1966 Personally appeared the above named T. Tarpy Schulten, President of said Grantor Corporation as aforesaid, and acknowledged the above instrument to be his free act and deed in his said capacity, * and the free act and deed of said corporation.

Before me,
David B. Soule
Justice of the Peace

Received June 29, 1966 at 2h 35m P. M. and recorded from the original.

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ASSIGNMENT KNOW ALL MEN BY THESE PRESENTS, THAT, the HYDE SCHOOL, a corporation duly organized and existing under the laws of the State of Maine and having an office at Bath, in the County of Sagadahoc and State of Maine, for and in consideration of one dollar and other good and valuable considerations to it paid by the CANAL NATIONAL BANK, a national banking association, existing under the laws of the United States of America and having a place of business at Bath, in the County of Sagadahoc and State of Maine, have sold, and do hereby assign, transfer and set over unto the said CANAL NATIONAL BANK, a certain lease, dated the twenty-ninth day of June, 1966, made by THE PINE TREE SOCIETY FOR CRIPPLED CHILDREN AND ADULTS, to the HYDE SCHOOL, of premises described in Schedule A, attached hereto and made a part hereof, with all and singular the premises therein mentioned and described, and the buildings thereon, together with the appurtenances. TO HAVE AND TO HOLD the same unto the said CANAL NATIONAL BANK, its successors and assigns, from the twenty-ninth day of June, 1966, for and during the term of a certain Mortgage given by the said HYDE SCHOOL to the said CANAL NATIONAL BANK, dated June 29, 1966 and to be recorded in the Sagadahoc County Registry of Deeds, subject to the covenants and conditions contained in said lease. IN WITNESS WHEREOF, the said HYDE SCHOOL has caused this instrument to be sealed and signed in its corporate name by T. TARPY SCHULTEN, its President thereunto duly authorized this 29th day of June, in the year one thousand nine hundred and sixty-six.

Signed, Sealed and Delivered
in presence of
Donald A. Spear

HYDE SCHOOL
BY T. Tarpy Schulten Seal

STATE OF MAINE SAGADAHOC, SS. June 29, 1966 Personally appeared the above-named T. TARPY SCHULTEN, President of said HYDE SCHOOL as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Corporation.

Before me,
Donald A. Spear
Notary Public Seal

SCHEDULE A A certain lot or parcel of land, together with the buildings thereon, situated in Bath, in the County of Sagadahoc and State of Maine, being the same property conveyed by Lewis Lumber Company to the Pine Tree Society for Crippled Children and Adults, Inc., by instrument dated March 25, 1957 and recorded in the